

# AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND DIGITAL DEPLOYMENT, INC.

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Digital Deployment, Inc., hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of collaborating with San Mateo County Health System for web redesign, content migration and implementation, and to provide website services, support and hosting for smchealth.org, sanmateomedicalcenter.org and gethealthysmc.org.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment I—§ 504 Compliance
- Attachment IP – Intellectual Property

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed FIVE HUNDRED FORTY THOUSAND, SEVEN HUNDRED FIFTY DOLLARS (\$540,750). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 6, 2015, through June 30, 2018.

**5. Termination; Availability of Funds**

This Agreement may be terminated by Contractor or by the Chief of Health System or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

**6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

**11. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)

Professional Liability..... \$1,000,000

(To be checked if Contractor is a licensed professional)

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**12. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**13. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of

any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- Contractor does not comply with Chapter 2.84, and a waiver must be sought.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 12, above. Such duty shall include reporting of the filing of any and all charges

with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

#### **14. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

#### **15. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**16. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**17. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**18. Disentanglement**

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or the County's activities; provided, however, that County shall pay Contractor on a time and materials basis, at the then-applicable rates, for all additional services performed in connection with such cooperation. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, patient files, held by Contractor, and after return of same, Contractor shall destroy all copies thereof still in Contractor's possession, at no charge to County. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. County and Contractor shall mutually agree the specific electronic format. Upon any termination of the Agreement, regardless of the nature or timing of the termination, County shall have the right, for up to twelve (12) months (the "Transition Period"), at County's option and request, to continue to receive from Contractor all maintenance and support services, at the then-applicable rates provided, however, that the annual support and maintenance fee shall be prorated and paid in advance on a monthly basis during such time, and the amount of such support and maintenance fee shall remain subject to the limitations set forth in the Agreement regarding any increase in such fee.

**19. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed



below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Sara T. L. Mayer, Director of Public Health, Policy and Planning  
Address: 225 37<sup>th</sup> Avenue, 1<sup>st</sup> Floor, San Mateo, CA 94403  
Telephone: 650-573-2104  
Facsimile: 650-573-2116  
Email: [SMayer@smcgov.org](mailto:SMayer@smcgov.org)

In the case of Contractor, to:

Name/Title: Michael Alan Clemmens, CEO of Digital Deployment, Inc.  
Address: 2321 P Street, First Floor, Sacramento, CA 95816  
Telephone: 1-916-238-1802  
Facsimile: N/A  
Email: [mac@digitaldeployment.com](mailto:mac@digitaldeployment.com)

**20. Electronic Signature**

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County:  If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor:  If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

By: \_\_\_\_\_

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By: \_\_\_\_\_

Clerk of Said Board

Digital Deployment, Inc.

*Mac Clemens*

Contractor's Signature

Date: 9/1/2015

## **Exhibit A**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

### **Scope Summary:**

Digital Deployment (Contractor) will provide the following services and deliverables for San Mateo County Health System (SMCHS)

1. For the SMCHS and San Mateo Medical Center websites:
  - a. Conduct discovery and analytics to support website redesign
  - b. Redesign and Information Architecture (IA) for [www.smchealth.org](http://www.smchealth.org) and [www.sanmateomedicalcenter.org](http://www.sanmateomedicalcenter.org) as microsite.
  - c. Design implementation with breakpoints (mobile responsive design)
  - d. Implement Content migration
  - e. Perform quality testing and review, quality control, accessibility, and cross-browser testing
  - f. Conduct Training and support
  - g. Ongoing hosting and support
2. For the Get Healthy San Mateo County website:
  - a. Conduct discovery and analytics to support website redesign
  - b. Redesign and Informational Architecture (IA) for [www.gethealthysmc.org](http://www.gethealthysmc.org)
  - c. Design implementation with breakpoints (mobile responsive design)
  - d. Implement Content migration
  - e. Perform quality testing and review, quality control, accessibility, and cross-browser testing
  - f. Conduct Training and support
  - g. Ongoing hosting and support
3. Create and maintain hosting and support Service Level Agreement (SLA) for [www.smchealth.org](http://www.smchealth.org), [www.sanmateomedicalcenter.org](http://www.sanmateomedicalcenter.org), and [www.gethealthysmc.org](http://www.gethealthysmc.org)
4. Additional scope: Create password protection for website administrators:
  - a. Health System website administrators will be prompted to change their password every 90 days.
  - b. The module being considered implements a password expiration feature. The user is forced to change their password and is optionally blocked when their old password expires.
  - c. Administrators can force specific users or entire roles to change their password on their next login and can make a password tab available to users instead of the usual user/#!/edit page for password changes.
  - d. A password policy can also be defined with a set of constraints which must be met before a user password change will be accepted. Each constraint has a parameter allowing for the minimum number of valid conditions which must be met before the constraint is satisfied.
  - e. Digital Deployment does not currently offer this functionality, and are committed to thoroughly testing and installing or developing this functionality on the Health System website within three - to - six months after the contract is fully executed.

## **Detailed Deliverables**

### **Proposed Approach**

- Web development provides the delivery of all objectives listed below as part of the migration process to Digital Deployment's platform.
- Unlike other solutions that simply migrate the existing websites to a new hosting environment, Digital Deployment migrates the existing content into its Drupal environment, giving SMCHS enhanced capabilities.

## **How Work will be Completed**

### **5-Phase Process**

In 2007, Digital Deployment pioneered a predictable and transparent "phased" approach to web development that honors and encourages creativity. By eliminating the chaos and uncertainty of web development projects, the company found that communications directors, staff, stakeholders and the Digital Deployment project and support teams were completely empowered to focus on mission and engagement. Since then, the process has been continuously refined and improved.

- Orientation: Get all project participants familiar with the 5-phase process and discuss preparation for Phase 1
- Phase 1: Discovery - review site inventories and migration strategy, discovery discussion meeting, and collaborate on information architecture.
- Phase 2: Design - Complete design example survey, design discussion meeting, designs presented, design revisions, final design approval
- Phase 3: Implementation - Execute design and information architecture, content migration complete.
- Phase 4: Training - Training retreat day, empowerment to confidently move into Phase 5
- Phase 5: Content Curation - With full support, SMCHS refines content for launch (Service Level Agreement (SLA) begins)
- Launch: Final quality checks and preparation for launch, soft launch preferred mid-week.

## **Teamwork: Project Management System**

Digital Deployment uses Teamwork, one of the most popular and useful online project management tools, to manage the website development process, facilitate communication between team members, track to-do items, track the status of deadlines, distribute meeting agendas and notes, provide technical support to the client, answer frequently asked questions, and support "institutional memory." This collaborative approach provides the Health System with a single place to find any and all communication about the website, and offers several advantages over traditional email communication:

- If the Health System has a new staff person, he or she can go back and see all communication they missed prior to being a part of the project.
- If the Health System asks a question, the response time from Digital Deployment is available for everyone to see. When Digital Deployment answers a question, that answer becomes available to everyone on the team
- Members of the Health System team can subscribe to daily digest updates of the project, summarizing all messages, milestones, documents, and to-dos that were worked on during the day without needing to be CC'd on every communication.

- Teamwork works with email and is very intuitive and easy to use.

### **Website Deliverables**

The websites, as described below, will be delivered over the course of the 5-phase development process.

### **Timeline**

Digital Deployment will work with the Health System to determine the time, date and location of meetings. The 5-phase process generally takes 12 weeks, with the each phase occurring approximately two weeks apart, and a four-week break between phases 3 and 4. After the phase 5 is complete, the client may choose when to launch, as the site is launch-ready. The Health System may take as much time as needed to finalize content prior to launch.

### **Description of Deliverables**

This development agreement provides the delivery of all objectives listed below as part of the migration process to Digital Deployment's platform.

Unlike other solutions that simply migrate the existing websites to the new hosting, Digital Deployment proposes migrating the existing content into its Drupal environment, which would give San Mateo County Health System the following capabilities.

### **Training and Documentation**

- Digital Deployment will provide online documentation describing the operation of the content management system for each feature. The documentation is dynamic and changes automatically as new types of content become available and new features are added, and will automatically customize itself to the role of the user viewing it.
- Digital Deployment will make both a print-friendly and HTML version of the help system available at <http://www.smchealth.org/help>
- Digital Deployment, Inc. will perform a standards validation test and a site web accessibility check demonstrating that the Client's website complies with section 508 of the Federal Rehabilitation Act (29 U.S.C. §794d) and the W3C's Web Access Initiative to help protect the Client from liability arising from having an inaccessible website.
- Developer will also provide content management system plug-ins (e.g. the htmlpurifie module) to ensure Client-added content adheres to these standards.
- To ensure that the website is compatible with future browsers and devices, the websites will be developed using the HTML5 and/or XHTML Strict format, and will use a W3C approved document type definition.
- Digital Deployment will provide Health System staff training on the website content management system, including but not limited to: how to add a page; how to edit a page; how to edit the site map and add or edit navigation terms; how to add, edit or delete "users" and assign various "permissions" (levels of ability to add, edit, or manage content); how to post files and attachments; how to add pictures and/or video, and how to reset user passwords.

### **Full Section 508 and W3C Standards Compliance**

- Digital Deployment, Inc. will perform a standards validation test and a site web accessibility check demonstrating that the Health System's website complies with section 508 of the Federal Rehabilitation Act (29 U.S.C. §794d) and the W3C's Web

Access Initiative to help protect the Health System from liability arising from having an inaccessible website.

- To ensure that the website is compatible with future browsers and devices, the website will be developed using the HTML5 and/or XHTML Strict format, and will use a W3C approved document type definition.

#### **Content: Management System Framework**

- Digital Deployment will provide a content management system that will allow authorized users to create and edit pages on the Health System websites directly through their web browsers, with no special software required.
- Digital Deployment will provide a web-based editor that will allow Health System staff and authorized users to edit content for the Health System websites in a collaborative environment, including the ability to upload, import, create and manipulate text, images, tables and other HTML elements.
- The content management system will provide for the ability to create various types of content on the site, customizable to meet the Health System's needs.
- The content management system will include an automatic "paste from Word" feature that will support copying-and-pasting from Microsoft Word documents into the Health System website pages, while stripping any problematic code.
- The content management system will include a revision-tracking system that will display a list of all changes made to a particular page or post, with the capacity for Site Administrators to revert to a previous version of the page or approve a revision suggested by other users.
- The content management system will include an access control system for designating private content such as board minutes or member news. Access to any content can be limited to a certain group of users on a page-by-page basis, or by navigation term (section of the site).

#### **Content: Migration of Existing Content**

- Digital Deployment will migrate all content from the Health System's current sites to the new sites. The Contractor's goal is 100% empowerment of the Health System to manage all its website content going forward, including text, images, attachments, multimedia, links, navigation, site users and user roles.
- Digital Deployment will fully empower the Health System to manage their content on the new websites through training sessions, constant support, extensive documentation, and advanced content migration and automation tools such as server-to-server file and image transfer.
- Digital Deployment encourages the practice of migrating content first, then editing and revising the content second. This is recommended for three reasons: (1) the migration goes much faster, (2) the task can be more easily delegated to those who wish to learn how to use the website, and (3) the content management system stores all the revisions made to the content, so each change is documented for future reference. This gives the Health System a historical look at all content moved to the new sites.

#### **Content: Video, Community Features and Social Media Integration**

- The content management system will provide the site administrator with the ability to easily embed video into the site from various platforms, including Vimeo and YouTube.

The content management system will automatically generate thumbnails (with the ability to customize) and will render the video in a way that complies with web standards and also works with mobile devices that do not support Adobe Flash, such as the iPad and iPhone.

- The content management system will provide logged in users with the ability to comment on content, post topics for discussion/commenting, and share content via various social media platforms. This can be allowed/disallowed by the Health System as needed on a per-page or per-post basis.
- The content management system will provide logged in users with the ability to submit various posts such as events, news releases, announcements, committee documents, etc., for consideration at the discretion of the site administrator. Any submitted content could be approved by the site administrator, although certain users could be authorized to post without the need for approval.
- The content management system will provide any user with the ability to share public content on the user's Facebook, Twitter, Google+, LinkedIn or other social network platform.
- The content management system will provide the site administrator with the ability to quickly cross-post important content (such as upcoming events or press releases) onto the Health System's Twitter, Facebook, Blogger, Tumblr, or other supported social publishing system without having to retype or format the content. Cross-posted content will point back to the website for additional information, when appropriate.
- The content management system provides designated user roles (administrators, members, etc.) the ability to claim, maintain, and edit a member profile, allowing real-time updating of member content. This includes email address, phone number, mailing address, biography, parent organization, and picture.

### **Content: Advanced Webforms**

- The content management system will provide the Health System with the ability to build forms (standard or conditional), surveys, and questionnaires that can be filled out by site visitors, similar to Survey Monkey™. Client will be able to view, analyze and download these results as an Excel Spreadsheet.
- The content management system will allow the Health System to append form fields to any post on the website, turning any content into a webform.
- The content management system will allow the Health System to protect forms from spam submissions using CAPTCHA technology. This requires users to type a code into a confirmation box to prove they are human, making it difficult for spambots to fill out the form.
- The content management system will allow the Health System to build micro-forms that can be placed in sidebars or practically anywhere on one or more pages. The micro-forms use AJAX technology (they submit smoothly and do not require the page to be refreshed) allowing them to display a confirmation message immediately.
- The content management system allows contact forms to be created that can send email messages to members of the Health System's staff without exposing email addresses, if desired. In addition, any email addresses that are included on the website are protected from spambots (email harvesting).

### **Content: URL Aliases and Redirects**

- The URLs for the content management system navigation terms and "pages" are

- created automatically when creating content, and are search-engine friendly.
- The content management system will provide the Health System with the ability to make URL aliases so pages can be assigned short, natural links that are easy to share and remember (e.g. <http://www.smchealth.org/contact>).
- The content management system will provide the Health System with the ability to redirect any post to another URL (e.g. <http://www.smchealth.org/annual-event> could be redirected to <http://our-annual-event.eventbrite.com/register>).

## **Mobile-First Responsive Design**

Digital Deployment employs mobile-first responsive design for an optimum viewing and reading experience on smartphones, tablets and desktop computers (see [www.comstocksmag.com](http://www.comstocksmag.com) as an example). Content does not have to be adapted for mobile—it just works, re-formatting to the device screen being used.

## **Content: Navigation Terms and Post Types**

- The content management system will provide the Health System with the ability to create posts and pages that can be organized by "navigation term."
- Posts tagged to a navigation term can be listed on the site chronologically, or ordered manually using a "reorder" function. They can be listed in summary, with a read more link, or in full, expanded form.
- The content management system will provide the Health System with the ability to create different kinds of posts and designate certain fields to be used on that type of post. Examples of post types include: press releases, announcements, documents, blog posts, upcoming event information. Examples of fields include, but are not limited to: file attachments, slideshow images, event date(s), expiration date, subtitle, related content, author profile.
- The content management system will provide the Health System with the ability to rename, reorder, link, and assign a hierarchy to the navigation terms in an intuitive drag-and-drop format. This functionality allows the client to build a traditional site map within the content management system and organize information within the website in a way that is easy to revise throughout the process.
- The content management system will automatically synchronize the navigation terms with the site's primary and secondary navigation menus. This allows the site administrator to quickly make significant changes to the site's structure without destabilizing the design or functionality.
- The content management system will provide the Health System with the ability to create unpublished or access-controlled navigation terms. This will allow the Health System to draft entire landing pages of the site and test before taking the section live. It also provides the Health System with the ability to create dedicated areas of the sites that are only available to certain types of users.

## **Content: Post Once, Display Many Ways**

- The content management system will provide the Health System with the ability to display the same content different ways. For example, as a "Pod" or sidebar link, as a "Teaser" with a read more link, in brief format in a grid, in email blasts, on social media sites, and other formats that enhance the site's design.



- Any post can also be "posted" (or tagged) to appear in multiple places on the site without actually duplicating the content, allowing outdated information to be corrected only once without the need to change each instance of the outdated information on the site. This also helps the client to avoid search engine's "duplicate content" penalty, potentially increasing search engine ranking.

### **Content: Flexible Templates, Channels and Classes**

- The content management system will provide the Health System with the ability to easily change the template on any landing page (navigation term) within the site.
- Templates are created by Digital Deployment throughout the website development process, and define the way posts should be displayed in a section (navigation term) of the site.
- The content management system will define regions for posts to display called "channels" allowing the Health System to create and designate types of content to display in appropriate areas. (e.g. Upper links will always display at the top of the page in the upper links channel. Overviews will always stay at the top of a landing page and make have a different display than other content in that section. Pods may typically display on the right side of the page, but move to a different position or disappear altogether depending on the template the Health System selects for the navigation term. All of these types are examples.) All post types, channels and templates are tailored to needs of the client.

### **Content: Basic and Advanced Faceted Search**

- The content management system will provide the end-user with the ability to search all site content by keyword, by date, by category, by author, and/or by type of post.
- After a keyword search is performed, the end-user may filter their results by any or all of these facets, in addition to searching live or archived content.
- The end-user will see dynamic counts for each term when drilling down.

If a user searched for the keyword "service" which yielded 12 responses, the date facet could be constructed as follows:

- 2010 (2)
- 2009 (10)

Clicking on 2009 would filter the results to the 10 results that were posted in 2009, and would display another date filter:

- Jan 2009 (2)
- Mar 2009 (4)
- Jul 2009 (3)
- Dec 2009 (1)

From there, the user could further drill down the results.

Future development may include predictive search functionality.

### **Calendar-Style Displays**

- The content management system will provide the ability for content contributors to add

events to a site-wide calendar. Events can be color-coded and filtered by type, and downloaded in Excel for offline viewing.

### **Content: Electronic Newsletter Management System**

- The content management system will provide the ability for content contributors to add events to a site-wide calendar. Events can be color-coded and filtered by type, and downloaded in Excel for offline.
- The content management system will provide the Health System with the ability to create one or more electronic newsletters.
- This agreement provides for the design of two (2) newsletter headers for the organization for use with the "Bundle and Blast" newsletter delivery system.
- Each newsletter can have one or more issues. The Health System may create as many issues for a newsletter as they wish.
- Each newsletter issue is comprised of articles or posts created in/chosen from the content management system. Each newsletter will feature headlines and summaries of the selected posts with "read more" links leading to the website. This allows the Health System to track which posts are most popular with readers.
- The newsletter can be broadcast to subscribers. Subscribers may sign-up for the newsletter via the website, or they can be imported by the Health System from an existing list (e.g. Excel Spreadsheet through the website.) Addresses may also be bulk assigned to newsletters. A list of emails could be subscribed to both the Health System health updates and the Health System Quarterly Newsletter, for example. (Note that the actual names of newsletters are decided as part of the 5-Phase Process.)
- Every email will contain an unsubscribe link, in case the recipient no longer wishes to receive the newsletter.
- The Health System understands that graphics in emails are blocked by some email programs and that certain recipients may only be able to read text-only versions of the email, and others may not receive the newsletters at all. Delivery and readability of email newsletters are dependent on a number of factors, including a recipient's email security settings, internet service provider policies and third-party firewall and spam-filtering software.

### **Design: Site Mock-Up and Design Concepts**

- Digital Deployment will design two production-quality digital mockups for each of the Health System's new sites based on the preferences identified in the discovery process. Mockups provide a simulation of a finished home page and/or primary landing page early in the development process. Graphic design mockups simulate the look and feel of a finished site early in the development process. They help the Health System determine what image and brand they want to portray to the public at a "gut level." After the design comp is approved, the sandbox and content structure are "themed" to match.
- Incorporating the Health System's feedback and preferences, the design team deconstructs the comp and evaluates the elements favored most by the Health System. Then implementing the design into the content management system, they incorporate elements from the previous two designs in a logical and cohesive way. The Health System provides ongoing feedback as the design (called the "theme") is being deployed into the content management system.
- Digital Deployment will utilize the Health System's branding, color scheme, and logo to design the new website.

- Digital Deployment will revise and integrate the design into the content management system in an iterative fashion based on Health System feedback.
- Digital Deployment will construct the site themes using strict XHTML and cascading style sheets (CSS) to ensure compliance with web accessibility standards and consistent display on current and future browsers. Older browsers will be accommodated as much as possible, however, the Health System understands that not all older browsers will display pages exactly the same way as modern browsers. Developer will make reasonable attempts to accommodate older browsers, ensuring that all content is readable on older non-standards-compliant browsers. In rare and special cases, the Health System may wish to have their websites designed specifically for an older browser. These requests can be accommodated, however, the Health System understands that designing a website to display for an older non-standard browser may lead to inconsistencies when displayed in future browsers, and the inability to take advantage of newer functionality.
- Digital Deployment will design navigation bars to be text-based so both primary and secondary links can be changed through the content management system. (Text-based links are also very search engine friendly.)
- Bundle & Blast™: The content management system will allow the Health System to choose existing content on the sites, *bundle* it into a newsletter, and *blast* it to recipients without needing to re-type or reformat the document in any way. The stories listed under "recent developments" the email above are pages on the Health System sites bundled into an email.

### **Advanced Traffic Analysis and Search Engine Optimization**

The Health System will have the ability to create and organize content in such a way to improve search engine rankings of the Health System websites, and make content on the sites more relevant to search terms likely to be used by potential site visitors in search engine queries. Specifically, the websites will give the Health System the ability to:

- Create and manage specific language used by search engines to index and rank website content, including visible and nonvisible "tags" such as keywords and meta-tags (non-visible index terms), for all primary links and landing pages. This will enable major Internet search engines to better connect potential site visitors to material on the Health System websites.
- Embed Google Analytics tracking script on all pages.
- Use Google Analytics for monitoring site traffic to improve understanding of site visitors and their behavior on Health System websites (such as which content is most popular, identifying new versus returning site visitors, identifying where visitors are located geographically, how visitors reach the site, and what search terms visitors used with search engines to find the Health System sites).
  - Google Analytics allows the Health System to monitor site traffic to improve understanding of site visitors and their behavior on the Health System websites (such as which content is most popular, identifying new versus returning site visitors, identifying where visitors are located geographically, how visitors reach the site, and what search terms visitors used with search engines).
  - Digital Deployment has developed enhancements to provide better integration with Google Analytics. One such enhancement, included in this

proposal, empowers site administrators to see heat maps of popular content and clicks, real-time site traffic flow, and user segment data overlaid on their site.

- Digital Deployment will provide training on use of the tools and capabilities described above.

### **Resources**

- Digital Deployment will work directly with the Health System lead project owners to correctly understand and capture the business and member requirements, technical design and development, project planning, communication goals and objectives.
- The Health System will choose and empower a primary point of contact to represent and manage stakeholders, resources and division of labor throughout the website development process.
- All Health System resources (including, but not limited to key stakeholders, decision-makers, and content contributors) may be needed to offer guidance and input during the process.
- If the Health System resources are unable to complete dependent tasks due to outlying project demands or the project schedule changes impacting the completion date of Digital Deployment's assignment, the project will be re-evaluated and re-defined under a new approved schedule and terms.
- Digital Deployment will serve as a producer for specific deliverables outlined within this proposal.
- Digital Deployment may require pre-approved on-site access to provide direction to the Health System project manager, business lead and/or internal project team members.

### **Delivery**

- The approval process for specific deliverables may include various departments or units, with final decisions made by a single Health System point of contact in coordination with internal stakeholders.
- All project issues will be resolved in a timely manner.

### **Project Risk Management**

- Any project team member or stakeholder that becomes aware of a potential risk factor is responsible for documenting risks identified that may affect this project and submitting such documentation to the Health System's project manager and shared with Digital Deployment account manager. Digital Deployment's account manager will review the documentation and respond accordingly in a timely manner.

### **Work Scope & Budget**

- The scope of the project is described in this Exhibit A.
- Formal scope change procedures will be followed in the event there is significant change to the scope of work requested.

## **Hosting**

When the website development process is complete, the Health System will host all sites with Digital Deployment.

### **Technology Platform and Website Hosting**

Digital Deployment's servers exceed industry standards for reliability and performance, designed to meet the needs of institutions and organizations that can't tolerate downtime. Its servers are distinctly reliable, robust, and resilient to attack. Digital Deployment's hosting solutions ensure fast delivery of content to users under a variety of conditions, even when using data-intensive website applications.

Digital Deployment servers are located in the Level 3 Communications data center in Los Angeles, California, which is a Tier-4 (highest reliability) center. There is also a secondary hosting environment in the CenturyLink data center outside of Boston, Massachusetts, with additional services (such as DNS, CDN, apex record hosting) running on Rackspace and Amazon Web Services. Digital Deployment selects data centers on backbone reliability and strong coast-to-coast and intercontinental performance profiles.

Pursuant to Digital Deployment's philosophy, all deployments run on an open-source software stack including Linux, Apache, Nginx, MySQL, PHP, Drupal, CKEditor, and jQuery. In plain English, Digital Deployment uses software that is free, portable, well-tested and widely used. This stack is also used by [whitehouse.gov](http://whitehouse.gov), [amnesty.org](http://amnesty.org), and [popsci.com](http://popsci.com).

### **Free Hosting for Life**

Digital Deployment will provide full hosting services for the life of the Health System websites at no cost. Digital Deployment has invested countless hours of development time to configure and optimize a hosting environment specifically tailored to its software solution.

While the Health System is required to host the site with Digital Deployment to take part in the ongoing maintenance and support agreement (SLA), and has chosen to do so, it is technically possible to host the Health System sites elsewhere. It is also worthwhile to note that as yet, no clients have chosen to do so for their production sites.

Digital Deployment provides a full backup file of the Health System sites at any time, which can be used to upload to a new hosting provider, retain as a Health System backup, or test on Health System servers.

The scope of this contract does not include consulting in setting up a separate hosting environment (e.g. setting up a mySQL database and webserver, configuring Drupal settings files, choosing appropriate caching settings, conducting and testing regular Drupal security and module updates, optimizing and tuning performance with applications like varnish and memcached) should the Health System choose to host elsewhere.

### **Security Practices and Risk Management Continuity of Operations**

Digital Deployment has established a comprehensive continuity of operations plan to ensure the survival of our clients' websites:

- An independent, prepaid hosting service: by hosting in one of the world's top data centers, the Health System will benefit from 24/7 monitoring of all the hardware required to deliver their website. Websites will operate, get backed up, and data center staff can roll back the Health System's site to the last snapshot/backup with no action required from Digital Deployment. Daily backups made every 24 hours are kept for 7-14 days. Digital Deployment has hosted its sites since 2004 and has strong, personal relationships with its hosting providers.
- Health System will be issued, upon request, direct contact information to the center as part of our "Redline response" program, which serves as a second line of defense in case we are unavailable.
- Familiar, industry-standard software: Digital Deployment builds on Drupal, a very popular and portable open-source content management system. The "plumbing" is standard and recognizable so, in a pinch, another firm or service provider could take it over and would have a way to understand the site's fundamental structure.
- The ability for the Health System to make its own backups: Users with the "system administrator" role on the Health System sites may make backups (and restorations) of the site's entire database. Because Drupal, by design, is extremely portable and platform-independent, the Health System could back up its sites and host elsewhere. While no Digital Deployment clients have chosen to host their own sites, many have downloaded copies to ensure they could if they needed to.
  - Technical notes for the IT-minded: Digital Deployment uses the "Backup and Migrate" module to produce a big ZIP or TAR.GZ file. Digital Deployment can also provide a full backup of the site's file structure. There are tools like JumpBox that would allow the Health System to quickly install Drupal as a virtual machine. (By swapping in the backup database and downloading the "/sites" folder on your Digital Deployment site into your local "/sites" folder, it is possible to get your site running on a local machine.)

## Security Practices

- Real-time activity logging and log parsing are used to watch for intrusions and errors. Database data is stored redundantly and nightly backups are kept in a separate, off-site, secure location.
- Security alerts, electronic mailings and site traffic are monitored by live data center personnel 24/7. As updates and fixes become available, they are installed during normal, scheduled maintenance windows.
- A comprehensive suite of protection software conducts various intrusion detection tests to protect against port scanning, syn flood, IP spoofing, and Denial of Service attacks.
- Access to private networks and servers containing customer document and database data is limited to key operations staff through multiple biometric scanning measures and access to information requires valid login credentials.
- Revision control and deployment branches are maintained using "git" -- the leading open-source revision control system, used for projects like the linux kernel and the Android operating system.
- All source code is managed in a secure version-controlled code repository. Changes to the codebase are reviewed before deployment. All code is stored in at least two branches: a development branch with new features and a stable branch with extensively tested features. Changes are digitally signed by the developer and any errors or unwanted revisions can be quickly identified and rolled back. Digital Deployment has a monthly release cycle which includes extensive QA and beta testing before release to production sites.

- Standard security updates released by the Drupal Community are applied in the next regularly scheduled maintenance interval. Critical security alerts are patched immediately. Digital Deployment staff are notified of relevant security announcement, and installed modules are routinely audited and checked for updates.
- With the exception of data center staff, no third parties have access to client data.
- The Health System website content management database is accessible only by two Digital Deployment developers, who have passed background check and have been with the company for over four years. Digital Deployment support and project staff have access to the website user interface, but not the backend. Digital Deployment's front-end engineer will have access to the theme and modules only. Developers can only access the servers which power the Health System's websites using SSH and other industry standard tools for secure access.
- For data center engineers (Digital Deployment's primary partner is Lightcrest and back up is Amazon) and the Health System's hosting environment itself, they all pass extremely rigorous standards, which is articulated on hosting partner's site: <http://www.lightcrest.com/services/security-threat-management>
- Health System will be notified immediately of any security incident or network outage by email.

### **Customer Service, Support and Maintenance**

Although clients publish their own content largely without assistance, Digital Deployment provides high-assurance support, offers ongoing training, and site design and feature refreshes within our Comprehensive Service Level Agreement (SLA) program.

### **No Cost Enrollment for 30 Days**

At the completion of the Phase 5, the Health System is automatically enrolled in the Service Level Agreement (SLA) Program for 30 days at no charge. The Health System may discontinue the program at any time.

### **Helpdesk: Ongoing Support System**

When Digital Deployment presents the Health System sandboxes in Phase 4, and as part of the ongoing Service Level Agreement (SLA), the Health System will be given an account for Digital Deployment's Helpdesk system, which gives the Health System access to:

- A Knowledge Base providing a convenient way to Submit a Ticket, and which joins the Health System with other Deployment clients in Community Forums. The Knowledge Base includes many documented solutions in one place, such as getting started, best practices, tips for access control and other content to help maximize the benefits of the Health System's new websites.
- Submit a Ticket for when the Health System has a problem or a question that's not covered in the knowledge base.
- Community Forums to discuss new ideas with the entire Digital Deployment community, vote and help new features get implemented.

To get a sense of the depth of articles posted on the Helpdesk, visit <http://support.digitaldeployment.com>

### **Claims and Violations**

There are no current claims or violations against Digital Deployment, nor have there ever been any claims or violations against Digital Deployment.

In addition to high-limit property/casualty and professional liability insurance, we also carry \$1,000,000 in a special coverage: the Cybertech+ Liability Protection by Travelers Insurance. We carry all three extensions for Cybertech+ including (1) Technology Errors and Omissions Liability Protection, (2) Network and Information Security Liability Protection, (3) Communications and Media Liability Protection. Though we have been incident-free in our 10 years of business, we are still proactive and protective.

### **Portfolio**

Examples of client sites in the health and local government arena:

Health Happens Here [www.healthhappensinca.org](http://www.healthhappensinca.org)

United Way, California Capitol Region [www.yourlocalunitedway.org](http://www.yourlocalunitedway.org)

California Hospital Association [www.calhospital.org](http://www.calhospital.org)

Education Writers Association [www.ewa.com](http://www.ewa.com)

California State Teachers' Retirement System (CalSTRS) [www.calstrs.com](http://www.calstrs.com)

San Mateo County Mosquito & Vector Control District [www.smcmvcd.org](http://www.smcmvcd.org)

Sacramento Regional County Sanitation District [www.regionalsan.com](http://www.regionalsan.com)

Alameda County Employees' Retirement Association (ACERA) [www.acera.org](http://www.acera.org)

California Faculty Association [www.calfac.org](http://www.calfac.org)

California Hospital Emergency Preparedness [www.calhospitalprepare.com](http://www.calhospitalprepare.com)

Institute for Local Government [www.ca-ilg.org](http://www.ca-ilg.org)

### **Service Level Agreement (SLA)**

The Health System will engage in Digital Deployment's Service Level Agreement (SLA) program for ongoing maintenance after a 30-day free trial and may cancel participation in the program at any time.

### **Service-Level Agreement Program (SLA)**

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Digital Deployment is committed to quality, standardization, collaboration, and reliability. We are proud to offer a Service-Level Agreement program (SLA) that delivers support in a way that is consistent with these values.

Our SLA program provides timely responses to support requests, ongoing quality assurance, workshops for ongoing education, highly-available hosting, and routine upgrades that provide new content management features and keep your website performing well for site visitors. It also offers several truly different advantages over traditional hourly bill-for-service agreements:

- An all-inclusive program at a flat rate
- A warranty for issues that may arise with the website, creating a financial incentive for Digital Deployment to build an error-free product. (Compare this to other models which charge to repair problems and resolve issues.)
- Includes continuous development of new features and functionality, ensuring that a Digital Deployment website will not be technologically obsolete in a few years
- Website is continually upgraded with the latest security updates



- Includes ongoing workshops and an interactive knowledge base to better leverage the site's technology and website best-practices
- Automatic enrollment

At the completion of Phase 5, each client is automatically enrolled in the SLA program. Clients are then billed at the beginning of the next month a fixed monthly fee, and may cancel at any time.

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### What's included in the Service Level Agreement program?

- **Site hosting:** Hosting and monitoring of your site, ensuring fast page load times, site stability and 99.9% uptime.
- **Regular backups and restoration service:** All site content (both application and data) backed up at least once every 24 hours and held for 7 days, enabling "rollback" in the event of corruption or damage to the site.
- **Service-level support responses:** Provides timely responses to support requests within [predefined time periods](#).
- **Site upgrades:** Bug fixes, Drupal security patches, and routine updates to your site.
- **New features:** Install new platform-wide features and improve existing features on a monthly update schedule.
- **Idea forum:** Forum where clients can discuss ideas and collaborate with our developers and product design team for new features or improvements to the CMS. Digital Deployment continuously evaluates discussions of new features and improvements, and may develop those that benefit the larger community of clients like you.
- **Mobile platform:** Full mobile functionality for your site - learn more at [www.digitaldeployment.com/mobile](http://www.digitaldeployment.com/mobile).
- **Compatibility testing and browser support:** Includes required theme adjustments to accommodate new browsers if necessary.
- **Site effectiveness and traffic analytics:** Allows the tracking of site performance and goals.
- **Personalized training and/or consulting:** One 2-hour session per quarter included, additional available for a fee.

**Site hosting.** Digital Deployment will provide hosting services for your website at no cost. You can request a backup file of your site at any time, which can be used to upload to a new hosting provider. Our monitoring services ensure fast page load times, site stability and 99.9% site uptime (as measured over any 12-month period) for all SLA clients.

**Daily backups.** All site content (both application and data) is backed up each day and held for 7 days, enabling a fast "rollback" in the event of corruption or serious damage to the site.

**Service-level support agreement.** Support is defined as getting timely help resolving a problem with normal site operation, including, but not limited to, problems adding content to the site, site errors or warning messages, or any feature that has suddenly stopped working. Problems are reported to Digital Deployment through the client support interface so they are documented and can be quickly assigned to a support technician. Support requests are stored electronically so they are available to any designated person in the organization for later reference. SLA clients will receive a response [within our SLA guidelines](#) based upon the priority level of each submitted ticket.

**Site upgrades.** Digital Deployment will install updates to the content management system when appropriate. Exceptions include custom modules, third-party scripts, or modules no longer supported by the open-source community, although such exceptions are rare.

**Standard features.** Digital Deployment will install new platform-wide standard features and improve existing features at its discretion, on a monthly development cycle. After a new feature has been standardized and thoroughly tested, it will be added to your site at no charge.

**Idea Forum.** The Health System and other clients have the ability to request new features or improvements to their sites in our forum. This allows the entire Digital Deployment community to collaborate on the best way to implement new functionality that will benefit multiple clients. SLA clients receive free implementation of the suggestion/feature if it becomes standard.

**Mobile platform.** The completely custom Digital Deployment Mobile platform is available only as a service, and only to SLA customers. Clients not on an SLA will still have a website that functions on mobile devices, but they will not have the use of the mobile-enhanced version.

**Post-launch accessibility, compatibility, and browser support.** Digital Deployment strives to continuously improve the site's structure to better comply with web standards. Upon request, Digital Deployment will provide printed certification from the World Wide Web Consortium (W3C) and content quality.com demonstrating that the Health System's website complies with section 508 of the Federal Rehabilitation Act (29 U.S.C. §794d) and the W3C's Web Access Initiative to protect the Health System from liability arising from having an inaccessible website. Example of accessibility, compatibility, and browser support issues: When the iPad was released in April 2010, it handled embedded video differently than other devices, such that videos would not play. Digital Deployment worked to resolve the issue at no cost to SLA clients, making uploaded video playable on the iPad a standard feature.

**Site effectiveness and traffic analytics.** The Health System's website will give the Health System the ability to create and organize content in such a way to improve search engine rankings, and make content on the site more relevant to search terms likely to be used by potential site visitors in search engine queries. Specifically, the Health System's website gives Client the ability to create and manage specific language used by search engines to index and rank website content, including visible and invisible "tags" such as keywords and meta-tags (non-visible index terms). This will enable major Internet search engines to better connect potential site visitors to material on the Health System's website. Digital Deployment will update the Google Analytics tracking script on all pages if a new version becomes available, will provide training on how to use Google Analytics for monitoring site traffic to improve understanding of site visitors and their behavior on the Health System's website (such as which content is most popular, identifying new versus returning site visitors, identifying where visitors are located geographically, how visitors reach the site, and what search terms visitors used with search engines). Digital Deployment will also provide ongoing improvements to the website architecture to optimize for traffic to the site in an effort to improve the site's search rank. This means ensuring the site adheres to best practices: keyword-rich page titles and paths, compliance with web standards, and continually making under-the-hood improvements to the semantic structure of the site.

**Ongoing training and knowledge base.** Digital Deployment may provide comprehensive in-depth professional development courses and/or webinars on specialized topics including, but not limited to: jumpstart training, content management 101, mobile platform training, publishing

best practices, writing for search engine performance, Google Analytics, intro to social media and web 2.0 channels. Workshops are available on a first-come, first-serve basis when offered. Digital Deployment will also provide SLA clients with access to its knowledge base, including frequently updated articles, expert tips and tricks, in-depth help, and industry best-practices.

**Personalized training and/or consulting.** For a fee, additional training and/or consulting is available as online or in-person sessions on any web-related topic relevant to the attendees, depending on the topic, presenter(s), and is subject to Digital Deployment staff availability. Clients must be actively enrolled in a SLA in order to qualify for personalized training or consulting.

**Liability.** By enrolling in our SLA program, the Health System accepts responsibility for the content it publishes on its website and agrees to monitor the site to ensure the content on the site is appropriate and does not pose a risk to the Health System. In return, Digital Deployment accepts responsibility for maintaining the website infrastructure and will take reasonable measures to ensure that installed software is kept current, that security patches are applied in a timely manner, and that any problems with the website infrastructure are quickly resolved.

**SLA program subject to change.** The details of Digital Deployment's SLA program are subject to change. Up-to-date program details are always available at <http://www.digitaldeployment.com/sla>.

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#### **Termination and Reinstatement of SLA**

Clients who wish to terminate their SLA may do so at any time with no cancellation fee. If the SLA is terminated, only website hosting will be provided. Services would therefore be limited to the following options, *available exclusively by using the contact form at <http://www.digitaldeployment.com/contact>*

- Receiving hosting-related information
- Requesting SLA reinstatement
- The ability to request new features or improvements to their sites. However, non-SLA sites will not be able to receive the new feature or improvement unless they become an SLA site and the improvement becomes standard.

Note that all other aspects of the program, including the mobile platform (which is provided as a service), will not be available if the SLA program is terminated.

Security updates and other updates are not available for hosting only clients and responses to the inquiries mentioned above can be expected by the end of business on the next business day.

Clients who have terminated their SLA and wish to reinstate the program may be subject to a reinstatement fee to cover the development time required to bring their site back up-to-date.

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**Sustainability and Corporate Social Responsibility.** By contracting with Digital Deployment, you are supporting a privately-owned, debt-free small business. We support many of our community's non-profit organizations. We provide living salaries, family-friendly hours, and comprehensive health benefits to all our employees; use energy-efficient and environmentally-friendly technology; and we contribute to the open-source community. Thank you for your support.



## Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Contractor shall submit monthly invoice for services performed. Invoices will itemize actual costs per service performed and break out costs separately for Health System, Get Healthy and San Mateo Medical Center websites. Upon approval of the invoices, SMCHS will make every effort to ensure payment is made within 30 days.

### **Budget Summary**

#### **Health System, SMMC and Get Healthy Websites**

	Year 1	Year 2	Year 3	Total
Development & Migration	\$125,750			\$125,750
Hosting & Support (Unlimited hours)	\$12,000	\$12,000	\$12,000	\$36,000
Contingency*	\$53,000	\$153,000	\$173,000	\$379,000
<b>3 Year Contract Total</b>	<b>\$190,750</b>	<b>\$165,000</b>	<b>\$185,000</b>	<b>\$540,750.00</b>

\*Contingency: Based on estimated hours, a contingency budget is allocated for possible out of scope work and website development for future enhancements and functionality, including but not limited to password protection functionality, content language translation, online transactions, predictive search, online surveys, chat features, social media integration tools, etc. All contingency projects must be pre-approved by the Health System prior to start of work.

#### **The cost for web development, migration, hosting and support provided for the Health System and San Mateo Medical Center include:**

1. \$94,500 for the following deliverables:
  - a. Conduct discovery and analytics to support website redesign
  - b. Design and Information Architecture (IA) for [www.smchealth.org](http://www.smchealth.org) and [www.sanmateomedicalcenter.org](http://www.sanmateomedicalcenter.org) as microsite.
  - c. Design implementation with breakpoints (mobile responsive)
  - d. Content migration
  - e. Quality testing and review, quality control, accessibility, and cross-browser testing
  - f. Training and support
2. \$750 per month to host on Digital Deployment server with unlimited support for [www.smchealth.org](http://www.smchealth.org) and [www.sanmateomedicalcenter.org](http://www.sanmateomedicalcenter.org).
3. A budget contingency in the amount of \$294,000 may be used for new development and site upgrades as follows:

- a. Fiscal Year 1, October 6, 2015 through June 30, 2016, contingency in the amount of \$48,000 for possible additional or out of scope development costs, including password protection functionality, possible migration of the Health System's partner "Flows to Bay" website to Digital Deployment content management system and ongoing hosting and support (dependent on grant).
  - b. Fiscal Year 2, July 1, 2016 through June 30, 2017, contingency in the amount of \$123,000 for development, which may include, but is not limited to content translation, online transactions, online user surveys for qualitative analysis, auto-content management tools, online public surveys, and possible Flows to Bay website hosting and support.
  - c. Fiscal Year 3, July 1, 2017 through June 30, 2018, contingency in the amount of \$123,000, for development, which may include, but is not limited to additional content translation, blog and social media tools, ER wait times, live chat feature, optimized predictive search, advanced provider search, etc. and possible Flows to Bay website hosting and support.
4. All work outside of the above defined scope or pre-defined contingency ideas above, as determined by Contractor and/or SMCHS and pre-approved by SMCHS, will be based on \$128 per hour rate and fall underneath the contingency budget.

All new deliverable expenditures must be pre-approved by Health System prior to start of work.

**The cost for web design, development, services and hosting provided for Get Healthy San Mateo County, [www.gethealthysmc.org](http://www.gethealthysmc.org) include:**

1. \$31,250 for the following deliverables:
  - a. Conduct discovery and analytics to support website redesign
  - b. Design and Information Architecture (IA)
  - c. Design implementation with breakpoints (mobile responsive)
  - d. Content migration
  - e. Quality testing and review, quality control, accessibility, and cross-browser testing
  - f. Training and support

Note: If Health System chooses not to do full redesign, cost will be reduced to \$17,750, which includes content migration, design implementation with breakpoints, quality testing and review, quality control, accessibility, and cross-browser testing. Discovery, new web design and IA will be omitted.

2. \$250 per month to host on Digital Deployment server with unlimited support for [www.gethealthysmc.org](http://www.gethealthysmc.org).
3. All future work will be based on \$128 per hour rate, which has been used as the basis for all contracted service deliverables.
4. A budget contingency in the amount of \$85,000 may be used for new development and site upgrades as follows:
  - a. Fiscal Year 1, October 6, 2015 through June 30, 2016, contingency in the amount of \$5,000 for possible additional or out of scope development costs.
  - b. Fiscal Year 2, July 1, 2016 through June 30, 2017, contingency in the amount of \$30,000 for development, which may include, but is not limited to content translation,

- advocate tools, online user surveys for qualitative analysis, auto content management tools, interactive scheduling tools, online public surveys, etc.
- c. Fiscal Year 3, July 1, 2017 through June 30, 2018, contingency in the amount of \$50,000, for development, which may include, but is not limited to additional content translation, new blog and social media tools, subscription services, live chat feature, advanced search integration with partner sites, etc.

All new deliverable expenditures must be pre-approved by Health System prior to start of work.

## ATTACHMENT I

### Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

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The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: **Michael Alan Clemmens, CEO of Digital Deployment, Inc.**

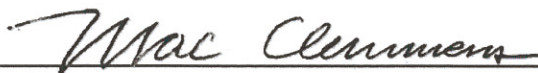
Name of Contractor(s): **Digital Deployment, Inc.**

Street Address or P.O. Box: **2321 P Street, First Floor**

City, State, Zip Code: **Sacramento, CA 95816**

I certify that the above information is complete and correct to the best of my knowledge

Signature:



Title of Authorized Official:

CEO

Date:

9/4/2015

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."



## **Attachment IP**

### **Intellectual Property Rights**

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1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this **ATTACHMENT IP** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.